

04-17-2003

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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pfingsten Publishing, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 03/31/03

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division

Internal

Address: _____

Street Address: 222 N. LaSalle St., 16th Floor

City: Chicago State: IL Zip: 60601

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2301138

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maisha Gibson

Internal Address: _____

6. Total number of applications and registrations involved: _____

18

7. Total fee (37 CFR 3.41).....\$ 465.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

Street Address: Goldberg Kohn

55 E. Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson

Name of Person Signing

Signature

April 15, 2003

Date

Total number of pages including cover sheet, attachments, and document: ☐

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002713 FRAME: 0513

04/17/2003 TDIAZL 00000024 2301138

01 FC:45.1 40.00 OP
 02 FC:45.2 425.00 OP

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 APR 16 2003
 2:00 PM
 4/16/03

CONTINUATION OF ITEM NUMBER 4**PFINGSTEN PUBLISHING, LLC
TRADEMARK SCHEDULE****U.S. Federal Registrations and Registration Applications**

| MARK (LOGO) | REG. NO. | REG. DATE | SERIAL NO. | FILING DATE | STATUS |
|--|-----------------|------------------|-------------------|--------------------|------------------------------------|
| MRO WIRED and Design | N/A | N/A | 76/355,892 | 01/08/2002 | Published |
| PROGRESSIVE DISTRIBUTOR | N/A | N/A | 76/090,321 | 01/17/2000 | Published |
| PUBLISHING CONCEPTS and Design | 2,380,416 | 08/29/2000 | 75/525,987 | 07/27/1998 | Registered |
| USA GETAWAY GUIDE | 2,086,654 | 08/05/1997 | 75/111,530 | 05/29/1996 | Registered – Supplemental Register |
| MRO TODAY | 2,094,312 | 09/09/1997 | 75/056,618 | 02/12/1996 | Registered |
| PROGRESSIVE MRO DISTRIBUTOR | 2,094,311 | 09/09/1997 | 75/056,617 | 02/12/1996 | Registered |
| MORTGAGE ORIGINATOR ¹ | 2,002,132 | 09/24/1996 | 74/539,418 | 06/17/1994 | Registered |
| GALERIA and Design | 1,533,561 | 04/04/1989 | 73/726,904 | 05/06/1988 | Registered |
| SUPPLY LINES | 1,328,489 | 04/02/1985 | 73/488,246 | 07/02/1984 | Registered |
| ARTSELL COLOR CARDS | 1,288,990 | 08/07/1984 | 73/438,525 | 08/09/1983 | Registered |
| FRAME-O-RAMA | 1,206,459 | 08/24/1982 | 73/306,637 | 04/20/1981 | Registered |
| ART BUYERS CARAVAN (Stylized) | 1,118,420 | 05/15/1979 | 73/166,460 | 04/14/1978 | Registered |
| BASICS & BEYOND and Design | 1,071,827 | 08/23/1977 | 73/051,014 | 04/30/1975 | Registered |
| THE PROFESSIONAL PICTURE FRAMER (Stylized) | 1,001,919 | 01/14/1975 | 72/462,837 | 07/13/1973 | Registered – Supplemental Register |
| AMERICAN AGENT & BROKER (Stylized) | 892,073 | 06/02/1970 | 72/340,654 | 10/14/1969 | Registered |
| DÉCOR (Stylized) | 825,917 | 03/14/1967 | 72/235,623 | 01/03/1966 | Registered – Supplemental Register |
| LIFE INSURANCE SELLING (Stylized) | 642,661 | 03/12/1957 | 72/006,440 | 04/16/1956 | Registered |

Schedule 1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31 day of March, 2003, by Pfingsten Publishing, L.L.C., a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PFINGSTEN PUBLISHING, L.L.C.

By: Joe P. M. [Signature]
Its: Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PFINGSTEN PUBLISHING, L.L.C.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: Christopher Heuman
Its: Assistant Vice President

SCHEDULE 1

PFINGSTEN PUBLISHING, LLC TRADEMARK SCHEDULE

U.S. Federal Registrations and Registration Applications

| MARK (LOGO) | REG. NO. | REG. DATE | SERIAL NO. | FILING DATE | STATUS |
|--|-----------------|------------------|-------------------|--------------------|------------------------------------|
| MRO WIRED and Design | N/A | N/A | 76/355,892 | 01/08/2002 | Published |
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Schedule 1

**TRADEMARK
REEL: 002713 FRAME: 0519**

| <i>MARK (LOGO)</i> | <i>REG. NO.</i> | <i>REG. DATE</i> | <i>SERIAL NO.</i> | <i>FILING DATE</i> | <i>STATUS</i> |
|--------------------------------------|-----------------|------------------|-------------------|--------------------|--|
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| LIFE INSURANCE SELLING (Stylized) | 642,661 | 03/12/1957 | 72/006,440 | 04/16/1956 | Registered |

Chain of title not clean

Schedule 1

RECORDED: 04/16/2003

TRADEMARK
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